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CELLCO PARTNERSHIP dba VERIZON
WIRELESS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANGELA GASPAR and DARRIN
WILLARD, on behalf of Themselves and all
others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS, VERIZON
COMMUNICATIONS, INC.,
VODAPHONE GROUP PLC and DOES 1-
100,

Defendants.

Case No. CV10-2139-SJO(ANx)

NOTICE OF RELATED CASE

Complaint Filed: March 24, 2010

1 Pursuant to Local Rule 83-1.3.1, Defendant Cellco Partnership dba Verizon
2 Wireless, through undersigned counsel, hereby submits this Notice of Related Case.

3 The following pending action is related because it “arise[s] from the same or
4 a closely related transaction, happening or event” as this action and “call[s] for a
5 determination of the same or substantially related or similar questions of law and
6 fact” as does this action: *Angela Gaspar and Darrin Willard v. AT&T Mobility,*
7 *LLC, AT&T Inc.*, Case Number CV10-2136-DSF(SSx), filed on March 24, 2010 in
8 the United States District Court for the Central District of California (the “AT&T
9 Action”).

10 The plaintiffs in this action are the same plaintiffs as those in the AT&T
11 Action. Both proposed class action lawsuits were filed on the same date and allege
12 the same three causes of action based on the same alleged facts. Specifically, both
13 actions allege that written contracts for wireless voice and data communications
14 services that include non-proration provisions (i.e., that provide that monthly
15 service fees are not prorated and thus customers who cancel service before the end
16 of their monthly billing cycle do not receive a partial refund) constitute a violation
17 of the California Consumer Legal Remedies Act and California’s Unfair
18 Competition Law (Business & Professions Code section 17200), and unjust
19 enrichment.

20 The complaints in the two actions are virtually identical – the only variations
21 are the specific paragraphs that identify the defendants (Paragraphs 3 and 24-27 in
22 this action and Paragraphs 3 and 24-26 in the AT&T Action); the paragraphs that
23 specify the dates the plaintiffs made their purchases from each of the defendants
24 (Paragraphs 22 and 23 in both complaints); and the paragraphs quoting the slightly
25 different contract language used by the defendants (Paragraph 36 in this action and
26 Paragraph 34 in the AT&T Action). Indeed, one plaintiff alleges that she cancelled
27 her contract with AT&T and signed a contract with Verizon Wireless, and the other
28 alleges that he signed a contract with AT&T and then cancelled his contract with

1 Verizon Wireless. Thus, both actions call for a determination of substantially
2 identical questions of law and fact and would entail substantial duplication of labor
3 if heard by different judges. Under these circumstances, the case pending before
4 this Court qualifies for a related case transfer.

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6 Dated: April 9, 2010

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